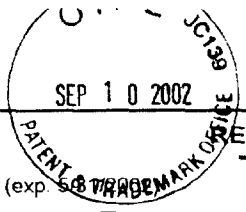


TMS



01-31-2003



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 06-30-02)

RECORDATION
TRADE

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨

RG

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MMI Management Services LP
9.10.02

☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Fleet Management Corporation
Internal
Address: _____

Street Address: 5950 Sherry Lane, Suite 300
City: Dallas State: Texas Zip: 75225

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Rhode Island
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 12, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
B. Trademark Registration No.(s)

1,231,633 1,456,119 1,639,102
1,740,463 1,763,694 1,847,368

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul C. Jorgensen
Internal Address: _____

Street Address: Patton Boggs LLP
2550 M Street, N.W.
City: Washington State: D.C. Zip: 20037

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....\$ 815.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paul C. Jorgensen [Signature] 8/24/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 30

09/13/2002 JTPALLAH2 00000016 1231633
01 FC:461
02 FC:462

TRADEMARK APPLICATION NUMBERS AND REGISTRATION NUMBERS
CONTINUATION SHEET

REGISTRATION NUMBERS

1,452,914	1,831,357	1,886,512	739,904	776,472
1,667,345	1,671,760	1,724,979	1,923,284	747,449
704,813	236,844	1,927,697	1,933,116	1,802,552
802,588	2,150,789	288,450	1,392,946	1,314,653
978,870	969,488	1,116,059	1,205,930	1,092,027
1,246,838	1,063,868			

AKD
9/16/02

SPECIAL POWER OF ATTORNEY

STATE OF Texas)
COUNTY OF Harris) ss.:

1.731 633

KNOW ALL MEN BY THESE PRESENTS, that MMI MANAGEMENT SERVICES LP, a Delaware limited partnership ("Debtor"), with its chief executive office at 515 W. Greens Road, Suite 710, Houston, Texas 77067 hereby appoints and constitutes, severally, FLEET CAPITAL CORPORATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: August 12, 2002

MMI MANAGEMENT SERVICES LP,
a Delaware limited partnership

By: MMI Products, Inc., a Delaware
corporation, its general partner

By: Robert N. Tenczar
Robert N. Tenczar
Chief Financial Officer

STATE OF Texas)
COUNTY OF Harris) ss.:

On this 12th day of August, 20021, before me personally came Robert N. Tenczar, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of MMI Products, Inc., the general partner of MMI Management Services LP, the corporation authorized to act on behalf of the limited partnership and execute the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of such corporation.

Vicki Viereck
Notary Public

